

BILLING SERVICES AGREEMENT

This Billing Services Agreement (the "Agreement") is made effective this ____ day of _____, 2019, by and between LIFE FORCE MANAGEMENT, INC., an Ohio corporation ("Life Force"), with its principal office located at 800 Enterprise Parkway Ravenna Ohio 44266, and City of Willoughby Hills 35405 Chardon Rd Willoughby Hills, Ohio 44094

WHEREAS, Life Force is a service company that provides billing and related services to providers of ambulance services;

WHEREAS, Client provides ambulance services and wishes to engage Life Force on an exclusive basis to provide billing and related services to Client;

NOW, THEREFORE, in consideration therefore Life Force and Client hereby agree as follows:

SECTION 1 - RESPONSIBILITIES OF LIFE FORCE.

- A. Life Force shall perform billing and collection and related activities for all ambulance services rendered by Client, collectively the "Ambulance Services."
- B. Life Force shall establish, communicate to Client and monitor procedures for the implementation of Life Force's billing for the Ambulance Services. Life Force shall instruct Client and its employees on procedures and information to provide the responsible party information to Life Force for the Ambulance Services as necessary for Life Force's system of billing and collection.
- C. Based on information supplied by Client, Life Force shall prepare and submit initial claim forms for the Ambulance Services to third-party and governmental payors ("Payors") on a weekly basis and for self-pay accounts on a monthly basis.

- 1. *Commercial Payors.* Life Force will bill Commercial Payors directly for the Ambulance Services if it has received commercial insurance information from Client. If Client was unable to obtain information at the time of the Ambulance Services, Life Force will attempt to obtain insurance information from the necessary responsible parties. Once sufficient information is obtained to file a complete claim for the Ambulance Services, Life Force will file the claim as follows: Electronic Submission/U.S. Parcel Mail

Life Force shall rebill the Ambulance Services to Commercial Payors not responding to initial claims at such times as Life Force deems appropriate based upon experience with the particular payor.

2. *Motor Vehicle Accounts.* If Ambulance Services result from a motor vehicle accident and an auto insurance carrier disputes the claim and/or the claim is in a legal dispute, Life Force will attempt to obtain a letter of protection from the appropriate individual (attorney or insurance company representative for the responsible party) stating that payment will be sent directly to Client once the matter is settled. If an attorney is not involved or the appropriate individual does not provide Life Force a protection letter, then Life Force will seek monthly payments on the account from the responsible party in accordance with the Client's elections for Responsible Party billing in Appendix B attached hereto and incorporated by reference. Life Force will provide a copy of transport documentation to the Attorney if requested.
 3. *Medicare and Medicaid Accounts.* Life Force will bill Medicare and Medicaid directly for the Ambulance Services provided by Client. Medicaid payment will be obtained directly from Medicaid, and recipients will not be billed for services covered by Medicaid.
 4. *Responsible Party Billing:* Life Force shall bill responsible parties for any amounts not covered by any federal, state, or third party payor unless otherwise directed in Appendix B. In the event Life Force is unable to submit proper claims to any federal, state, or third party payor due to the inability to obtain the required supporting documentation (including, without limitation, properly executed assignment and/or claim forms), Life Force shall bill resident and non residents responsible parties for the full amount of the claim. To the extent applicable, Client shall be responsible for investigating and following any federal, state and third-party payor guidelines regarding the waiver of responsible party responsibilities and the application of tax revenue or fees toward the co-pay and deductible as payment in full for the out-of-pocket expense for Residents.
- D. Life Force shall notify Client if it becomes aware that additional documentation is necessary to substantiate a claim for the Ambulance Services either on initial submission of a claim or upon further inquiry by a Payor or responsible party. If requested by Client, Life Force can assist with the development of documentation sufficient to file a claim; provided, however, Life Force shall not assume any responsibility or liability with respect to the accuracy of the content of any such documentation.
- E. Based on the information supplied by Client, Life Force shall complete special forms for the Ambulance Services reasonably required by Payors, including, but not limited to, such items as requests for provider numbers, address changes and fee schedules. The foregoing does not include Payor requests for authorizations or certifications, which shall be the responsibility of Client.
- F. Life Force shall post payments it receives for the Ambulance Services to the individual responsible party accounts and shall report overpayments according to refund procedures pursuant to Appendix B.
- G. Life Force shall provide telephone support during reasonable business hours to assist Payors and responsible parties who request information about their bills for Ambulance Services. Life Force shall process all written and oral requests for information received by Life Force

pertaining to the Client's accounts in a timely manner and forward all requests concerning matters beyond the scope of Life Force's services (clinical matters, policy issues, Client complaints) to Client's Authorized Liaison.

- H. Life Force shall process all delinquent accounts in accordance with procedures in Appendix B. Otherwise, Life Force shall send monthly letters requesting payment of past due Ambulance Services bills (in a form approved by Client) until such time as either:

1. the account is paid in full; or
2. Life Force reasonably determines that payment will not be forthcoming; or
3. the matter is referred to a collection agency or The Ohio Attorney General Collections Enforcement Program; or
4. Client directs Life Force to discontinue such letters.

Life Force shall promptly notify Client when it has determined to cease sending letters on Delinquent Accounts and shall forward information on Delinquent Accounts to Client's collection agency or The Ohio Attorney General Collections Enforcement Program as Client directs.

- I. Within twenty (20) days after the end of each month, Life Force shall provide Client with the following information on Ambulance Services:

1. a monthly report providing an alphabetized responsible party listing for the particular month with dates of service and charges;
2. a monthly receipt and adjustment report with payment dates, descriptions, amounts, adjustment dates, and adjustment amounts;
3. a monthly report showing month-to-date and year-to-date Ambulance Services and amounts;
4. a monthly report of accounts showing charges, receipts, and adjustments; and
5. other similar reports reasonably requested by Client.

- J. Life Force shall appoint a liaison who shall be responsible for maintaining open lines of communication on all issues related to the billing and collection of the Ambulance Services and meet with Client or its representatives at such times as reasonably requested by Client.

- K. To the extent that Life Force maintains computerized data and records on Client's Ambulance Services, Life Force shall "back up" such data and records on a daily basis and shall keep such daily back-ups off site.

SECTION 2 - RESPONSIBILITIES OF CLIENT.

- A. Client is solely responsible for its operation of the Ambulance Services, including appropriate state and federal licensure and certifications of its personnel and equipment.
- B. At Client's expense and in Client's name, Client shall establish a fund for the collections from Ambulance Services and elect a banking and deposit method and any lockbox services desired pursuant to Appendix B. Client and Life Force shall coordinate the deposit procedures for the receipt of all monies, correspondence, and documents relating to Client's Ambulance Services. In any event, Client shall forward to Life Force weekly all correspondence, documents, and records of any payments relating to Ambulance Services received directly by Client that week.
- C. Client shall establish reasonable charges for the Ambulance Services. Client shall be responsible for submitting and maintaining accurate provider enrollment information to Payors. Client shall provide Life Force, in writing, with the following information upon or prior to commencement of Life Force's services and within five (5) days of any changes to such information:
 - 1. Client's Ambulance Services fee schedule, attached hereto as Appendix A, as amended from time to time;
 - 2. The correct name, address, and federal tax identification number of Client;
 - 3. Lists of and copies of Payor contracts; and
 - 4. Any other Client enrollment information, licensures, and certifications, and Authorized Liaison designation.
- D. Client personnel shall make all reasonable efforts to collect the information sufficient to file a completed claim from the involved parties when the Ambulance Services are provided (including the signature of the patient, or an individual authorized to sign on behalf of the patient), but will not delay or withhold treatment/care pending insurance information. Client personnel will make all reasonable efforts to obtain the information to file a completed claim from the receiving hospital if the information was not collected at the scene.
- E. Client shall at all times be ultimately responsible for obtaining and maintaining appropriate original supporting documentation sufficient for Life Force to meet its duties hereunder, including but not limited to completed copies of the EMS Trip Sheets and Run Reports in Appendix C, substantiation of medical necessity and the services and level of service rendered, all data elements listed in Appendix D as required for billing, and patient and responsible party information and any signatures, notices, acknowledgements, consents and authorizations as may be necessary to disclose information to Life Force and to authorize payment and claim submission and establish responsible party liability for non-covered services. Client shall submit to Life Force within fifteen (15) days of the date of service copies of all such supporting documentation.

- F. Client shall respond promptly to all reasonable requests of Life Force relating to supporting documentation and information concerning the Ambulance Services. Client shall provide Life Force, in writing, any additional information as may reasonably be requested by Life Force in order to substantiate an Ambulance Services charge, either on initial submission or upon later inquiry by either the responsible party or a Payor.
- G. All information and supporting documentation provided by Client to Life Force for the performance of its duties hereunder, and all information and supporting documentation recorded by Client and Client's personnel, shall be true, complete and accurate in all respects, including all fields in the attached Appendix D that are required for billing. Client expressly acknowledges and agrees that Life Force shall not assume (or be deemed to have assumed) any responsibilities or liabilities for the truth, completeness or accuracy of any information submitted by Client, nor shall Life Force be required to independently verify any such information.
- H. Client will accept assignment deemed adequate by Medicare and Medicaid. Client shall notify Life Force, in writing, of any other assignments and all contractual discounts, non-chargeable services, write-offs, and other similar discounts which impact Ambulance Services billing. Client represents and warrants that none of Client's accounts receivable is or will be subject to any other assignments, encumbrances or liens.
- I. Client shall designate an Authorized Liaison as designated in Appendix B who shall be responsible for maintaining open lines of communication on all issues relating to the subject matter of this Agreement and meeting with Life Force or its representatives on a regular basis. Client represents and warrants that at all times the Authorized Liaison will have the authority to direct Life Force on behalf of the Client.
- J. **Client shall review all reports provided by Life Force for accuracy. Unless Client notifies Life Force in writing of any inaccuracies in reports within sixty (60) days after the reports are provided to Client, the reports shall be deemed final.**
- K. Client agrees that during the term and any renewal terms of this Agreement to place all its Ambulance Services accounts with Life Force and not to retain or engage any other person or entity to perform the same or similar functions for or on behalf of Client.

SECTION 3 – COMPENSATION. Life Force's base charges for its responsibilities under this Agreement shall be seven (7) percent of collections received by Life Force or Client for the Ambulance Services. Life Force's compensation shall not be reduced for any refunds or denied claims unless such refund or denial was a direct result of Life Force's negligence. Client agrees to make payment directly to Life Force within thirty (30) days of receipt of Life Force's invoice. Life Force's base charges shall not change unless reimbursement levels from Medicare, Medicaid or any other third-party payor(s) materially change, in which case, the parties shall negotiate in good faith changes to Life Force's base charges, with any changes being agreed upon in writing by the parties and attached hereto as an addendum to this Agreement. If no agreement is reached within a timely

manner, then Life Force's base charges shall remain in effect unless Life Force provides thirty (30) days advance written notice to terminate this Agreement. Once an account is referred to the Ohio Attorney General Collections Enforcement Program for collection, Life Force will no longer be eligible for any monies received by the Ohio Attorney General's Office on any of the delinquent accounts previously held by Life Force.

SECTION 4 – ALLOCATION OF RISK: LIMITATION OF LIFE FORCE'S LIABILITY

- A. As between the parties, each party to this Agreement shall be and remain legally responsible for its own acts or omissions, and for those of its affiliates, employees, and agents, who are involved by such party in matters related to this Agreement on such party's behalf, and each party to this Agreement shall be financially responsible for all damages, expenses, liabilities or other costs of whatever kind that are determined by such court of competent jurisdiction to be caused by that party's acts or omissions.
- B. Throughout the term of this Agreement, each party shall, at its own expense, continuously maintain in full force and effect comprehensive general liability insurance coverage consistent with prevalent standards in the community for each party. In lieu of said liability insurance coverage by Client, Client may provide for coverage for general liabilities through a self-insurance program or joint self-insurance pool pursuant to Ohio Revised Code §2744.08 or .081 or other legal authority. Life Force shall also maintain an employee dishonesty policy and a crime fidelity bond. Client shall also maintain comprehensive professional liability insurance for the Ambulance Services or equivalent coverage through a self-insurance program or joint self-insurance pool pursuant to the above-stated legal authority. Client's agreement to these terms does not constitute a waiver of any immunity or defense of the Client or its employees, agents or representatives as may be available at law or in equity.
- C. The obligation of either party to perform under this Agreement shall be excused during each period of delay caused by matters such as fires, riots, flood, strikes, shortages of fuel, power, raw materials or supplies, government orders, freight embargo, transportation delays, or acts of God, which are reasonably beyond the control of the party obligated to perform.
- D. Notwithstanding the foregoing, in no event shall Life Force have any liability whatsoever for incidental or consequential damages. Life Force shall not be liable for any overpayments to the responsible parties or Payors based on the documentation, quality, utilization, medical necessity or appropriateness of services provided by Client or its personnel nor shall Life Force be liable to Client or any Payor for any errors or omissions relating to any reports provided by Life Force to Client deemed final pursuant to Section 2(J).
- E. Client will indemnify, defend and hold harmless Life Force and its employees from all liability, loss, damage, cost or expense (including without limitation attorneys' fees and expenses) arising from or relating to the services and duties to be performed by Life Force with respect to the activities performed on behalf of Client pursuant to this Agreement, to the fullest extent permitted by law, except those liabilities caused by Life Force's gross negligence or willful misconduct or the gross negligence or willful misconduct of its employees. Client's duty to indemnify Life Force will extend to all liability, loss, damage, cost or expense to Life Force arising from or relating to any event or occurrence taking place

after commencement of the term of this Agreement; and Client's duty to indemnify Life Force will be binding upon all successors and assigns of Client.

SECTION 5 - TERM OF AGREEMENT.

- A. The term of this Agreement is for a period of three years beginning on the 1st day of _____, 2019. The agreement will renew automatically at the end of each term for additional periods of one year unless either party give written notice to the other of termination of this Agreement, no later than thirty (30) days prior to the expiration of the then current term of the Agreement.
- B. This Agreement may be terminated at any time by either party for good cause. Good cause to terminate by Life Force shall exist if Client fails to make payment to Life Force when due after written notice from Life Force and a five (5) day opportunity to cure, or if Client fails to abide by any other term of the Agreement after written notice from Life Force and a thirty (30) day opportunity to cure. Good cause to terminate by Client exists if Life Force fails to abide by any term of this Agreement after written notice from Client and a thirty (30) day opportunity to cure.
- C. After the termination of this Agreement, Life Force shall continue to provide Ambulance collection services for all accounts received for billing prior to the date of termination for at least six (6) months or until such further time as the parties shall agree, and Life Force shall be entitled to receive the compensation set forth in Section 3 for such continued services.
- D. Upon termination of Life Force's services, Life Force shall prepare a detailed listing of accounts receivable and the aging of all unpaid accounts. These reports shall be delivered to the Client promptly upon payment of all then remaining amounts due to Life Force.

SECTION 6 - RECORDS, AUDITS, AND CONFIDENTIALITY.

- A. Client Records. All original supporting documentation as set forth in Section 2 maintained by Client shall be the sole and exclusive property of Client. Life Force and its authorized representatives shall have the right to inspect and copy Client's records upon request during reasonable business hours for the purpose of verifying the Ambulance Services provided and calculating the compensation payable under Section 3.
- B. Life Force Records. Any copies of original documentation provided by Client to Life Force and any information, data, files and records received, created, or used by Life Force, and the intermediate material and the media upon which such data are inscribed, are the sole and exclusive property of Life Force ("the Life Force Records"). Life Force agrees to use its best efforts to protect the same from levy by or upon the authority of creditors of Life Force, or committees, representatives or trustees thereof. During the term of this Agreement, Life Force shall make available the Life Force Records upon request during reasonable business hours for inspection and copying by Client or its authorized representatives. At Client's sole expense, Client or its auditors may audit Life Force's handling of Client's Ambulance Services accounts from time to time to include a review of Life Force's billing efforts, the adequacy of cash controls, the promptness of recording and remitting payments, compliance with this Agreement, and any other reasonable audit procedures and tests.

- C. Confidentiality. Subject to Section 9, Life Force shall maintain the confidentiality of Client's patient data, patient lists, patient records, fee schedules, financial records and statements, and any other information designated in writing as confidential or proprietary by Client. Client shall maintain the confidentiality of Life Force's computer software and resulting or related processes or documentation of the software used by Life Force, methods of operation of its comprehensive billing services, method or amount of compensation to Life Force, and any other information designated in writing as confidential or proprietary by Life Force.

SECTION 7 – NON-SOLICITATION. Unless the parties otherwise mutually agree in writing, during the term and any renewal term of this Agreement, and for a one-(1) year period commencing with the later of the date the Agreement terminates or expires without renewal or the date Life Force discontinues providing services under Section 5(C), each party agrees not to solicit for employment or engagement, or employ or engage, directly or indirectly, or through any third party rendering services on behalf of such party, anyone who was employed by the other party during the term and any renewal term of this Agreement. Each party agrees that the other party does not have an adequate remedy at law to protect its rights under this Section 7 and agrees that the non-defaulting party will have the right to injunctive relief enjoining the defaulting party from any violation or threatened violation of this Section 7, as such a violation would likely cause the non-breaching party irreparable harm.

SECTION 8 – COMPLIANCE. Notwithstanding any other provisions of this Agreement, Client expressly agrees that Life Force has the right to suspend submission of any and all claims if Life Force finds evidence of misconduct on the part of Client or if any governmental entity issues any guidance, rulings or regulations that prohibit billing or any of the elections made by Client. Life Force will provide reasonable and timely notice to Client of such suspension and make reasonable and timely efforts to resolve the issue(s) leading to suspension of claim submission with Client. In the event that an investigation is required to resolve the suspension, each party agrees to cooperate in such investigation. Life Force shall not be liable to Customer for any failure to perform its obligations nor for any damages that do not result from its own negligence or fraud.

SECTION 9 – HIPAA RESPONSIBILITIES. The parties anticipate that Life Force shall receive individually identifiable health information from Client ("Protected Health Information" or "PHI"), or create or receive PHI on behalf of Client to perform its duties under this Agreement ("the Life Force Services"). Each party intends to conduct its business and use and disclose PHI in compliance with state law and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. §164.501 *et seq.* ("Privacy Standards"), and the HIPAA Security Standards, 45 C.F.R. §164.302 *et seq.* ("Security Standards"), as amended from time to time and at the applicable compliance dates.

- A. Use and Disclosure of Protected Health Information: Life Force will use or disclose the PHI only for those purposes necessary to perform the Life Force Services, as otherwise permitted in this Agreement, or as required by law, and will not further use or disclose the PHI. Life Force shall advise members of its workforce of the obligations under HIPAA and take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of this Agreement. Life Force agrees that if Life Force provides the PHI to a subcontractor or agent to perform the Life Force Services, Life Force will ensure that the subcontractor or agent agrees to these same restrictions and conditions as contained in this Section 9.
- B. Use or Disclosure of Protected Health Information for Life Force's Own Purposes: Life Force may use or disclose the PHI for Life Force's management or administration or to carry out

Life Force's legal responsibilities. Life Force may disclose Client's PHI to a third party for such purposes only if:

1. The disclosure is required by law; or
 2. Life Force secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) use or disclose the PHI only as required by law or for the purposes for which it was disclosed to the recipient; and (iii) notify Life Force of any breaches in the confidentiality of the PHI.
- C. Safeguards: Life Force will implement reasonable administrative, physical and technical safeguards, and will comply with the organizational requirements, as set forth in the Security Standards made applicable to Life Force to prevent the use or disclosure of the PHI for purposes other than those permitted by this Agreement, and those reasonable safeguards will include the protection of the confidentiality, integrity, and availability of electronic PHI that Life Force creates, receives, maintains, or transmits on Client's behalf ("e-PHI"). Those safeguards shall include agreements with any agents to implement reasonable and appropriate safeguards to protect e-PHI.
- D. Reports of Improper Use or Disclosure of Protected Health Information: Life Force will report to Client any use or disclosure of the PHI other than those uses or disclosures permitted by this Agreement. Life Force also will report to Client any security incident of which Life Force becomes aware that affects e-PHI or unsecured PHI that Life Force creates, receives, maintains, or transmits on Client's behalf within a reasonable time, not to exceed sixty (60) days, following the date on which Life Force becomes aware of the security incident.
- E. Access to and Amendment of PHI: On request, Life Force will make available to Client the PHI in a Designated Record Set that is in its possession, if any, so that Client may respond to individual requests for access to or amendment of PHI.
- F. Accounting of Disclosures of Protected Health Information: On request, Life Force will make available to Client information required for Client to respond to individual requests for accounting of disclosures of PHI, including all disclosures of PHI made through an electronic health record.
- G. Access to Books and Records: Life Force will make its internal practices, books, and records specifically relating to the use and disclosure of the PHI available to the Secretary of the Department of Health and Human Services (HHS) to the extent required for determining Client's compliance with the Privacy Standards. Notwithstanding this provision, no attorney-client, work-product, accountant-client or other legal privilege will be deemed waived by Life Force or Client as a result of this provision.
- H. Amendment: Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other, seek amendment of this Agreement as reasonably necessary to

comply with such law or regulation, and the parties shall negotiate in good faith to so amend this Agreement. If the parties are unable to agree on any such amendment within sixty (60) days thereafter, either of them may terminate this Agreement on written notice to the other.

- I. Breach: Without limiting the rights of the parties pursuant to Section 5 of this Agreement, if Life Force breaches its obligations under this Section 9, Client may, at its option, either require Life Force to submit to a plan of monitoring and reporting, as Client may determine necessary to maintain compliance with this Section 9; and such plan shall be a part of this Agreement; or terminate this Agreement pursuant to Section 5(B). The remedies under this Section 9 and Section 5 shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- J. Return or Destruction of Protected Health Information upon Termination: It may not be feasible for Life Force to return or destroy the PHI immediately upon termination of this Agreement. Life Force agrees to follow the provisions of this Section 9 for as long as Life Force retains the PHI and will limit any further use or disclosure of the PHI to those purposes allowed under this Agreement, until such time as Life Force either returns or destroys the PHI. The rights and obligations of the parties pursuant to this Section 9(J) shall survive the termination of this Agreement indefinitely.
- K. Terms: Unless otherwise provided, all capitalized terms in this Section 9 will have the same meaning as provided under the HIPAA Privacy Standards and Security Standards at 45 C.F.R. Parts 160 and 162. The terms of this Section 9 shall be construed in light of any applicable interpretation guidance on the Privacy or Security Standards issued by HHS.

SECTION 10 – MEDIATION and Arbitration. The parties hereby agree to submit any dispute arising under this Agreement to binding arbitration in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration; provided however, that the decision of the arbitrator shall be maintained in confidence by the arbitrator without disclosure to the parties or any other person while the parties engage in mediation for a period of two (2) weeks. If the dispute is not resolved by mediation at the conclusion of the two week period, the arbitrator shall render the award as maintained in confidence since the conclusion of the arbitration proceeding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The same person shall serve both as the mediator and the arbitrator in such a proceeding.

SECTION 11 – MISCELLANEOUS.

- A. Notice. Any notice, request, consent and other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) when received, if personally delivered or sent by telecopy, (b) within one day after being sent by a recognized overnight delivery service, or (c) within five days after being sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below:

If to Life Force:	Life Force & Co. 800 Enterprise Parkway Ravenna, Ohio 44266 (330) 626-5450 Attention: Chris Knapp
If to Client:	City of Willoughby Hills

35405 Chardon Rd
Willoughby Hills, Ohio 44094

Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of each party to the Agreement, but no rights, obligations or liabilities of Client or Life Force under this Agreement shall be assigned without the thirty (30) days prior written notice to the other party. For the purposes of this Agreement, (a) the transfer of the ownership or voting rights in the stock or membership of Life Force, (b) the merger or consolidation of Life Force with or into any other corporation or entity, or (c) any sale or transfer of Life Force's assets, at any time throughout the term of this Agreement, shall not be deemed an assignment of this Agreement.

- B. Independent Contractor. It is understood and agreed that Life Force is an independent contractor to Client, and there shall be no joint venture, partnership, agency or employment relationship between the parties.
- C. Partial Invalidity. The parties do not intend for any provision of this Agreement to violate any public policy, statutory or common law rules, regulations, treaties or decisions of any government, or any agency of any government. If any part of this Agreement is void, voidable or unenforceable, the remainder of the Agreement will continue to be valid and enforceable and the offending term must be modified to the minimum extent necessary to make the Agreement valid. The violation will not affect any other provision of this Agreement or the same provisions applied to any other fact or circumstance, and the remainder of this Agreement shall remain binding upon the parties.
- D. Entire Agreement; Modification. This Agreement and the attached Appendices constitute the entire agreement of the parties on the subject matter of this Agreement and supersedes any previous communications or agreements between the parties. No waiver, modification or amendment of any of the terms of this Agreement shall be effective without a writing signed by both parties.
- E. Construction. Ohio laws govern all matters arising out of this Agreement without reference to any conflict of laws provisions that apply laws from another jurisdiction. This Agreement is to be construed as if the parties drafted it jointly.
- F. Necessary Acts. The parties may execute this Agreement in any number of counterparts and shall execute any and all documents and perform any acts necessary to carry out the purposes and provisions of this Agreement.
- G. No Third-Party Beneficiaries. Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities.

The parties are signing this Agreement on the date stated in the introductory clause.

LIFE FORCE MANAGEMENT, INC.
"Life Force"

City of Willoughby Hills
"Client"

By: _____

By: _____

Its: _____

Its: _____

APPENDIX A

CLIENT FEE SCHEDULE

Client has established the following fee schedule for emergency medical services transport:

Service

Basic Life Support (BLS)	\$550.00
Advanced Life Support (ALS)	\$650.00
Advanced Life Support 2 (ALS 2)	\$700.00
Mileage	\$12.00
Non Transport (history,vitals,exam)	

MILEAGE TRACKING OPTIONS DOCUMENTATION

Client will track and communicate mileage to Life Force which shall not exceed the loaded miles from the Pickup point to Destination as follows:

(SELECT ONE)

- ☒ Odometer reading (Preferred documentation)
☐ Mapquest
☐ Client's Mileage Chart, a copy of which is attached

APPENDIX B

CLIENT ELECTIONS

As set forth in the Billing Services Agreement, Client hereby directs Life Force Management on the following elections by having the official with contracting authority initial the elections selected, which elections may be changed from time to time on advance written notice to Life Force Management.

1. AUTHORIZED COMMUNITY LIAISON OR COMMITTEE

Pursuant to Section 2(H), Client shall appoint a primary liaison to Life Force that at all times will have the authority to direct Life Force on behalf of the Client ("the Authorized Liaison"). If Client establishes a Liaison Committee (i.e., comprised of members such as elected officials, community officials, Fire Department officers, and residents), Client shall designate which Liaison Committee member shall act as the Authorized Liaison to Life Force. The Authorized Liaison must review and monitor all billing disputes and procedures and meet with Life Force on a regular basis concerning billing amounts and collection procedures and at all times have the authority to direct Life Force as follows on behalf of the Client:

- Refer accounts to a collection agency,
- Adjust the amount of the bill,
- Establish a payment program for the invoice amount,
- Write off the account as "uncollectible" or,
- Totally waive the bill.

Client appoints the following person as the Authorized Liaison:

Fire Chief

2. BANKING AND DEPOSIT METHOD ELECTIONS

Pursuant to Section 2(B), Client elects one of the following banking methods:

(PLEASE INITIAL ONE ELECTION):

____ Client will utilize a lockbox procedure with a bank of its choice at the sole cost and expense of the Client for the receipt of written billing inquiries, correspondence and payments.

 X Life Force will provide a P.O. Box at its sole cost and expense to be used as the mailing address for all Patient and Payor written billing inquiries, correspondence and payments. Life Force will deposit any payments it receives in an account in Client's name if the Client's bank so allows. Otherwise, Life Force will forward payments to Client for deposit.

___ Client will receive all payments and correspondence at Client's address and make all deposits. Client will notify Life Force of all collections and forward all supporting documentation, including all denials and correspondence, to Life Force within five (5) days from the date of Client's receipt.

3. REFUND POLICY

Pursuant to Section 1(F), Life Force shall post payments it receives for the Ambulance Services and report overpayments to the Client. Client is responsible for timely refund checks according to Payor guidelines. Unless the patient has an outstanding balance, Life Force will prepare a request to the Client to refund the credit balance on overpayment. Client hereby directs Life Force to handle overpayments as follows:

(PLEASE INITIAL ONE ELECTION)

- ___ Client will issue refunds and provide notice of same along with check numbers to Life Force on a monthly basis.
- __X__ Life Force will invoice the Client for the refund amount, and Life Force will reimburse the refund amount after receiving payment equal to the refund amount from Client.

4. RESPONSIBLE PARTY BILLING TO RESIDENTS

Whereas the HHS Office of the Inspector General (OIG) Advisory Opinions has opined favorably on "insurance only" billing for Medicare patients where a local government that is an ambulance supplier funds EMS services through local tax revenues or fees and categorically waives out of pocket expenses (such as co-payments and deductibles) for bona fide residents, pursuant to Section 1(C)(4), Client makes the following election on "insurance only" billing:

(PLEASE INITIAL ONE ELECTION)

- ___ Life Force is directed to bill and attempt collections from all patients and responsible parties without regard to residency or place of employment. A resident will not be sent to a collection agency
- ___ Life Force shall bill "insurance only" for Medicare beneficiaries located in Client's jurisdiction who substantiate their residency status based on reasonable criteria established by Client ("Residents"). Life Force will bill and attempt collections of applicable co-pays and deductibles from Residents who are not covered by Medicare and Non-Residents unless covered by secondary insurance. **PLEASE ATTACH COPY OF ORDINANCE/LEGISLATION.**
- __X__ Unless the waiver of a responsible party or Resident financial obligation would result in a Client service not being covered by insurance or a benefit plan, Life Force shall not bill and attempt collections for individuals located in Client's jurisdiction who substantiate their residency status based on reasonable criteria established by Client ("Residents"). Life Force will bill and attempt collections from Non-Residents for

applicable co-pays and deductibles unless covered by secondary insurance.
PLEASE ATTACH COPY OF ORDINANCE/LEGISLATION.

Definition of Resident

Client will be responsible for determining the Resident and Non Resident status before submitting the trip to Life Force, obtaining documentation to substantiate residency status, and selecting the informational statements received by Residents. In some cases, the information obtained from the receiving hospital may be used by Life Force to determine the patient's residency. Client will include the following individuals in its definition of Resident status:

(PLEASE INITIAL ALL APPLICABLE)

- ☒ Individuals with a permanent legal residence (residence of record) within the jurisdiction of Client. The residency category of a minor is determined by the residency of their parent or legal guardian.
- ☐ Individuals employed by tax-paying Employers within the jurisdiction of Client.

For mutual aid calls, Client elects to have Life Force do one of the following:

- ☐ treat the patient as a Non-resident.
- ☒ follow the billing procedures established by the community in which the person transported resides as instructed by Client on the trip report.

Billing of Residents

- ☐ Pursuant to Section 1(C)(4), Client directs Life Force to handle Resident "insurance only" billing and collections as follows:
- a. Generally. Life Force will send Residents a request for insurance letter indicating that Life Force will submit the claim to the Resident's Payor and that the Resident need NOT directly pay the submitted amount. Life Force will accept the covered reimbursement from the Payor for the fee charged as "Paid in Full" regardless of the Resident's outstanding co-pay and deductible. If the Resident does not have coverage or the Payor does not pay the invoiced amount, Life Force will submit the information to the Client for further instruction. If the Resident does not respond to the communication and collection attempts from Life Force, the Resident will be considered non-insured and the account will be adjusted. Life Force is authorized to automatically adjust Resident accounts according to this Resident collection policy and provide Client with a listing of these accounts each month.
- b. Resident Receipt of Payments from Payors. If Life Force becomes aware that a Resident received payment directly from a Payor, Life Force will send monthly statements and attempt to collect until Life Force receives the amount from the

Resident. Life Force will waive the remaining balance. If a Resident does not pay the total amount of the insurance payment, Life Force will notify Client for direction on the next appropriate action to take. Life Force will flag these accounts separately for Client's review as necessary.

Notwithstanding anything to the contrary set forth in this Agreement, Life Force does not represent or warrant to Client that the policies and procedures of Client concerning resident billing comply with applicable federal or state laws, rules or regulations or the rules or regulations of any third-party payor.

5. DELINQUENT ACCOUNTS ELECTIONS

Pursuant to Section 2(H), Client shall notify Life Force, in writing, of any assignments and all contractual discounts, non-chargeable services, write-offs, and other similar discounts which impact patient billing. Delinquent Accounts are accounts that are unpaid after 120 days in "private pay" and Life Force has expended its usual and customary efforts with respect to billing and collecting. ~~Client may require Life Force to continue billing Delinquent Accounts on a case by case basis for additional reasonable periods of time.~~ Once Life Force has exhausted all collection efforts in accordance with Contract Agreement, Life Force shall cease all collection efforts and refer account over to the Ohio Attorney General Collections Enforcement Section. At that point, any monies collected will be the property of the Ohio Attorney General and the Client, with Life Force no longer eligible for a commission on the collection efforts of the Attorney General. Financial Hardship waivers are reductions and waivers of the patient responsibility based on information from the individual on income and/or assets (e.g., the Federal Poverty Income Guidelines to establish poverty levels).

In addition to Client's election on Resident Responsible Party billing in Section 4 of this Appendix to the Agreement, Client also authorizes Life Force to write off Delinquent Accounts as follows:

AUTHORIZED LIAISON REVIEW AND WRITE OFF OPTIONS:

- ☐ Life Force shall submit Delinquent Accounts to the Client for an individualized review and determination of write off as non-collectible. Client hereby authorizes Life Force to write off Delinquent accounts as not collectible only with written authority from Authorized Liaison.
- ☐ Client hereby authorizes Life Force to refer Delinquent Accounts to a collection agency designated by Client only with written authority from Authorized Liaison.
- ☒ Client hereby authorizes Life Force to refer Delinquent Accounts, once they become have exhausted all collection efforts in accordance with Contract Agreement, to the Office of the Ohio Attorney General, in compliance with The Ohio Attorney General Collections Enforcement Section Program.
- ☐ Client hereby authorizes Life Force to write-off Delinquent Accounts as not collectible without a formal review by or written authority from Client. All supporting documentation regarding the action taken by Life Force staff will be kept on file by the date the action took place for review or auditing purposes.

____ Life Force may refer Delinquent Accounts to a collection agency designated by Client without written authority.

 X Life Force may write off Resident Copayments, Deductibles and Non Covered Services without written authority

APPENDIX C

LIST OF DATA ELEMENTS FOR EMS BILLING*

Client's failure to provide Life Force complete, accurate and timely elements for each account could negatively impact billing and collections of Ambulance Services. Life Force shall not be responsible for the failure to invoice, bill, file a claim or collect payment on Ambulance Services due to the inaccuracy of any information or Client's negligence in failing to timely provide the information to Life Force.

Alarm Date	
Incident Number	Procedures – IV, Cardiac, Pulse Ox, Immob, Glucose Level. (Helps justify level of service).
Scene Address – Zip code of origin required	Medications – How administered IV/IM/SQ
Response Code to Scene	Transported to - Receiving hospital
Patient Name	Lights/Siren from Scene?
Patient Address – City, State, Zip	Patient Narrative – Purpose of stretcher, reason for transport, symptoms of patient. Reason patient had to lie flat.
Patient Phone Number – Necessary for proper contact	
Gender – male/female	Location Type – Residents / Nursing Home, Scene (Other)
Date of Birth – Payors require	On Scene Time – Medicaid requires
Social Security Number – Necessary to locate patient	Loaded Mileage-Accurate
Dispatch For – Determine BLS vs. ALS	Mutual Aid – (Only necessary if Client is following billing policies of mutual aid community.)
Chief Complaint – Necessary for claim payment	
LOC – (Excellent for medical necessity)	<u>USER and PROGRAM FIELDS</u>
Bleeding – (Excellent for medical necessity)	ALS/BLS/ALS2
Vitals – BP/Pulse/Resp/Temp	Resident Status – Yes - No
SpO2 – diagnosis code for low pulse ox	Signature – Patient's signature authorizing bill to a Payor
Skin Appearance – Diaphoretic, pale, cyanotic	Bill – defaulted "YES" (changed if Client does not want a bill being sent).
Cardiac – Sinus, Tach, A-fib	